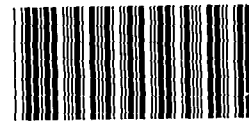


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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VIII

FILE PLAN

16-04-01

IN THE MATTER OF:

Petrochem Recycling Corp.
/Ekotek, Inc. Site
Salt Lake City, Utah

Proceeding under Section 122(g)(4)
of the Comprehensive Environmental
Response, Compensation, and Liability
Act of 1980, as amended, 42 U.S.C.
§ 9622(g)(4)

ADMINISTRATIVE ORDER
ON CONSENT

DE MINIMIS SETTLEMENT

U.S. EPA Docket No.:
CERCLA-VIII-94-20

**ADMINISTRATIVE
RECORD**

I. JURISDICTION

This Administrative Order on Consent ("Consent Order") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), Pub. L. No. 99-499, 42 U.S.C. 9622(g)(4), to reach settlements in actions under Section 106(a) or 107(a) of CERCLA, 42 U.S.C. 9606(a) or 9607(a). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-E (issued September 13, 1987, modified by memorandum of June 17, 1988).

This Administrative Order on Consent is issued to Respondents identified in Appendices A and B hereto. Each Respondent agrees to undertake all actions required by the terms and conditions of this Consent Order. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Consent Order or to implement or enforce its terms.

II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Consent Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning(s) assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Order or in the Appendices attached hereto and incorporated hereunder, the following definitions shall apply:

"Base Amount" shall mean the product of the Respondent's volumetric contribution of Waste Material to the Site (as identified in Appendix A or Appendix B) and \$2.97, the per gallon dollar amount. The per gallon dollar amount was computed by dividing the Remediation Cost by the Total Volume of Waste Material at the Site.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

"Consent Order" or "Order" shall mean this Order and all appendices and attachments hereto. In the event of conflict between this Order and any appendix or attachment, this Order shall control.

"Day" shall mean a calendar day unless expressly stated otherwise. "Working day" shall mean a day other than a Saturday, Sunday or Federal holiday. In computing any period of time under this Consent Order where the last day would fall on a Saturday, Sunday or Federal holiday, the period shall run until the close of business of the next working day.

"EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

"Federal Respondents" shall mean the Defense Logistics Agency (Defense Reutilization and Marketing Service), Alameda Naval Air Station, MCAS El Toro, Camp Pendleton, Marine Corps Supply Center - Yermo Annex, Marine Corps Supply Center - Barstow, Hill Air Force Base, Mountain Home Air Force Base, Luke Air Force Base, George Air Force Base, Williams Air Force Base, Fort Douglas, Tooele Army Depot, and Fort Ord; and their successor departments or agencies.

"Future Response Costs" shall mean, for purposes of this settlement, all response costs, including, but not limited to, direct and indirect costs, that the United States and any other person incur at or in connection with the Site after November 12, 1993.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, et seq., including but not limited to, any amendments thereto.

"Non-Federal Respondents" shall mean all Respondents except for Federal Respondents.

"Operation and Maintenance" or "O & M" shall mean all activities required to operate and maintain the effectiveness of the remedial action.

"Paragraph" shall mean a portion of this Consent Order identified by an arabic numeral.

"Past Response Costs" shall mean, for purposes of this settlement, all response costs, including, but not limited to, direct and indirect costs that the United States or any other person incurred in connection with the Site prior to and including November 12, 1993.

"RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, et seq., also known as the Resource Conservation and Recovery Act.

"Remediation Cost" shall mean the estimated total dollar amount for all response actions at the Site used for this settlement, including, but not limited to, the cost of remedial action, Past Response Costs, Future Response Costs, and Operation and Maintenance Costs. The Remediation Cost is \$69,594,403.

"Respondents" shall mean those entities, including the Federal Respondents, identified in Appendices A and B, which are incorporated herein by reference.

"Section" shall mean a portion of this Consent Order identified by a roman numeral.

"Settlement Amount" is the total amount each Respondent is obligated to pay, as identified in Appendices A and B to this Consent Order.

"Site" or "Petrochem/Ekotek Site" shall mean the Petrochem Recycling Corp./Ekotek, Inc. Site, as defined in Section III, Paragraph 1 of this Order.

"Total Volume of Waste Material" shall mean the estimated cumulative amount of Waste Material disposed at the Site, used for this settlement. The Total Volume of Waste Material is 23,454,592 gallons.

"United States" shall mean the United States of America, including its agencies, departments, and instrumentalities, except the Department of Interior (Bureau of Reclamation), U.S. Postal Service, Federal Aviation Agency, U.S. Department of Agriculture (U.S. Forest Service), and General Service Administration.

"Waste Material" shall mean materials constituting or containing (1) any hazardous substance as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), or (2) any pollutant or contaminant under Section 101(33), 42 U.S.C. § 9601(33).

III. STATEMENT OF FACTS

The following paragraphs present the factual determinations made by EPA in support of this Order. Respondents neither admit nor deny them.

1. The Petrochem/Ekotek Site is the area listed on the National Priorities List promulgated on October 14, 1992, 57 Fed. Reg. 47180, 47200 (October 14, 1992), as that area has been defined therein and as may be expanded by the United States from time to time. The Site, which includes the areal extent of contamination, is located at 1628 North Chicago Street, Salt Lake City, Salt Lake County, Utah, approximately 15 miles southeast of

downtown Salt Lake City, Utah. The Site is presently owned by the Ekotek, Inc., bankruptcy estate and encompasses approximately 6.6 acres.

2. From 1953 to 1968, the Site was owned and operated as a refinery by O.C. Allen Oil Company. In 1968, Flinco, Inc., purchased the facility and operated the refinery until 1978. During that time, Flinco changed its name to Bonus International Corporation. In 1978, the property changed ownership to Axel Johnson, Inc. (AJI), and was operated as a hazardous waste storage and treatment facility and as a waste oil recycling facility through AJI's subsidiary, Ekotek, Inc., a Delaware corporation. In 1981, the facility again changed ownership but reincorporated as Ekotek, Inc., a Utah corporation. After Ekotek, Inc., declared bankruptcy in November, 1987, Petrochem Recycling Corporation leased the facility from Ekotek, Inc., and continued operations until February 1988. Operations ceased after the State of Utah issued Petrochem Recycling a Notice of Violation.

3. Hazardous substances within the definition of Section 101(14) of CERCLA, 42 U.S.C. 9601(14), have been or are threatened to be released into the environment at or from the Site. Sources of contamination at the Site have included approximately 60 tanks, 1,200 drums, and 1,500 smaller containers, three surface impoundments, an underground drainfield, numerous piles and pits of waste material, underground tanks, incineration furnaces, and contaminated soils. Contaminants associated with these on-site sources include heavy metals, chlorinated solvents and other volatile organic compounds, polynuclear aromatic hydrocarbons, pesticides, PCBs (Aroclor 1260), dioxin, and furans. Numerous compounds have been detected in the groundwater on-site. The groundwater is hydraulically connected to the underlying aquifers of the Salt Lake Valley which provide drinking water to an estimated 27,000 people. In the past, EPA has detected 2-Methylnaphthalene, among other compounds, in releases to the atmosphere at the Site which could pose a threat to people living within 1 mile of the Site. Endangered species, including the peregrine falcon, are within 2 miles of the Site.

4. As a result of the release or threatened release of hazardous substances into the environment at or from the Site, EPA has undertaken response actions at the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future. EPA has entered into an Administrative Order on Consent (AOC) for the performance of a Remedial Investigation/Feasibility Study (RI/FS) for the Site. Completion of the RI/FS and issuance of a Site-wide Record of Decision ("ROD") is not expected until 1995.

5. In performing these response actions, EPA has incurred and will continue to incur response costs at or in connection with the Site. As of July 31, 1993, EPA had incurred approximately \$3,480,952. (This figure is calculated for purposes of this settlement only.)

6. Information currently known to EPA indicates that:

a. Each Respondent listed on Appendix A or B to this Consent Order arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, of Waste Material owned or possessed by such Respondent at the Site, or accepted Waste Material for transport to the Site;

b. The amount of Waste Material contributed to the Site by each Respondent individually is equal to or less than 100,000 gallons and does not exceed 0.5% of the hazardous substances at the Site; and the hazardous substances contributed by each Respondent to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.

c. EPA and the Respondents (collectively referred to as the "Parties") agree that settlement of this case without litigation and without the admission or adjudication of any issue of fact or law is the most appropriate means of resolving this action.

7. In evaluating the settlement embodied in this Consent Order, EPA has considered the potential costs of remediating the contamination at or in connection with the Site taking into account possible cost overruns.

8. Payments required to be made by each Respondent pursuant to this Consent Order are a minor portion of the total response costs at the Site which EPA, based upon currently available information, estimates, for purposes of this settlement, to be \$69,594,403.

9. EPA has identified persons other than the Respondents who owned or operated the Site, or who arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, of Waste Material owned or possessed by such a person at the Site, or who accepted Waste Material for transport to the Site. EPA has considered the nature of its case against these non-settling parties in evaluating the settlement embodied in this Consent Order.

IV. DETERMINATIONS

Based upon the Statement of Facts set forth above and on the administrative record for the Settlement, EPA has determined that:

1. The Petrochem/Ekotek Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
2. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
3. Each Respondent is a potentially responsible party within the meaning of Sections 107(a) and 122(g)(1) of CERCLA, 42 U.S.C. §§ 9607(a) and 9622(g)(1).
4. There has been an actual or threatened "release" of a hazardous substance at or from the Site, as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).
5. Prompt settlement with each of the Respondents is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
6. The amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent are minimal in comparison to other hazardous substances at the Site pursuant to Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).
7. The settlement embodied in this Consent Order is fair, reasonable, and consistent with CERCLA.

V. ORDER

Based upon the administrative record for this Settlement and the Statement of Facts and Determinations set forth above, and in consideration of the promises and covenants set forth herein, it is hereby AGREED TO AND ORDERED:

PAYMENT

1. As indicated by each Respondent's premium election on the signature page of this Consent Order, each Respondent has elected one of the two premium options set forth below. If Premium Option A was selected by the Respondent, the Respondent shall refer to Appendix A to this Order for such Respondent's Settlement Amount (equal to Respondent's Base Amount times a multiplier of 1.30.) If Premium Option B was selected by the Respondent, the Respondent shall refer to Appendix B to this

Order for such Respondent's Settlement Amount (equal to Respondent's Base Amount times a multiplier of 2.20.)

a. OPTION A: Each Respondent listed in Appendix A shall pay a "premium for settlement" to the United States in an amount equal to the product of 0.3 and that Respondent's Base Amount set forth in Appendix A.

b. OPTION B: Each Respondent listed in Appendix B shall pay a "premium in lieu of cost reopener" to the United States in an amount equal to the product of 1.20 and that Respondent's Base Amount set forth in Appendix B.

2. Each Non-Federal Respondent shall pay to the Hazardous Substances Superfund the Settlement Amount set forth in Appendix A or B to this Consent Order, incorporated herein by reference, within 30 days of the effective date of this Consent Order.

3.a. All payments made by Non-Federal Respondents pursuant to Section V, Paragraph 2 of this Order, including any interest thereon that may be due and payable pursuant to Section V, Paragraph 6 of this Order, shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Payments must be designated as "Response Costs-Petrochem/Ekotek De Minimis Settlement, Docket No.: CERCLA-VIII-94-[____], Site No. F3, (Utah)" and shall be sent to:

United States Environmental Protection Agency
Region VIII
P.O. Box 360859M
Pittsburgh, PA 15251
Attn: Superfund Accounting

with a copy sent simultaneously to:

EPA Cost Recovery Program Manager
Superfund Enforcement Section (SHWM-SR)
United States Environmental Protection Agency
999 18th Street, Suite 500
Denver, Colorado 80202-2466

3.b. EPA may establish and maintain a site specific "special account" which shall be used solely for the purpose of receiving, managing, and disbursing funds, or portions thereof, received pursuant to this Consent Order for response activities at the Site, including oversight of such response activities. EPA shall maintain and have sole control over such special account. EPA in its sole discretion shall determine how and in what amounts funds shall be disbursed from the site specific special account. EPA in its sole discretion shall determine what proportion of moneys collected pursuant to this settlement shall

be considered reimbursement of EPA's past response costs, as that term may be defined by EPA.

4. Within a reasonable time after the effective date of this Order, but not exceeding ~~six months~~ ^{one year}, each Federal Respondent shall pay the Settlement Amount set forth in Appendix A or B to this Consent Order to the Hazardous Substance Superfund in accordance with the provisions of Section V, Paragraphs 1 and 3, of this Order, or as may otherwise be agreed between EPA and the Federal Respondents. Notwithstanding any other provision of this Order as to each Federal Respondent, in the event that a Federal Respondent fails to complete payment of its respective share into the Hazardous Substance Superfund within ~~six months~~ ^{one year} of the effective date of this Order, EPA in its unreviewable discretion may determine the settlement is null and void as to that Federal Respondent.

5. The Parties agree that no provision of this Order shall be interpreted as or to constitute a commitment or requirement that the Federal Respondent obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, et seq.

6. Interest on all payments required by Section V, Paragraphs 2 and 4 of this Order shall begin to accrue upon the effective date of this Consent Order, at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). In the event that any payment required of any Non-Federal Respondent by Section V, Paragraph 2 of this Order is not made within 30 days of the effective date of this Consent Order or any payment of funds into the Hazardous Substance Superfund by any Federal Respondent by Section V, Paragraph 4 of this Order is not made within ~~six months~~ ^{one year} of the effective date of this Consent Order, such Respondents shall pay accrued interest on the unpaid balance. Interest on any payment required of any Respondent shall be compounded annually. On October 1st of each subsequent fiscal year, any unpaid balance shall begin accruing interest at a new rate to be determined by the Secretary of the Treasury. Interest shall accrue at the rate specified through the date of the Respondent's payment. Accrued interest on the amount set forth in Section V, Paragraphs 2 and 4 of this Order, shall be paid to the Hazardous Substance Superfund. Payments of interest made under this Paragraph shall be in addition to any remedies or sanctions available to EPA by virtue of any Respondent's failure to make timely payments under this Section.

7. The total amount to be paid by each Respondent includes a payment for, among other things: a) Past Response Costs incurred at or in connection with the Site; and b) projected Future Response Costs to be incurred at or in connection with the Site. Premium payments have been set a level that recognizes the existence of orphan shares at the Site.

Respondents choosing premium Option B have elected to pay, in addition; a premium amount to cover, among other things, the risk that response costs incurred at or in connection with the Site will exceed \$69,594,403. The Respondents who have not elected to pay this additional premium amount are subject to the Reservation of Rights included in Section V, Paragraph 17.c., of this Consent Order. Settlement Amounts paid by each Respondent under this Consent Order are not fines, penalties or monetary sanctions.

CIVIL PENALTIES

8. In addition to any other remedies or sanctions available to the EPA, including remedies specified in this Consent Order, any Non-Federal Respondent that fails or refuses to comply with any term or condition of this Consent Order shall be subject to a civil penalty of up to \$25,000 per day of such failure or refusal pursuant to section 122(1) of CERCLA, 42 U.S.C. § 9622(1).

CERTIFICATION OF RESPONDENTS

9. Each Respondent hereby certifies individually that, to the best of its knowledge and belief, it has conducted a thorough, comprehensive, good faith search for documents and information and has fully and accurately disclosed to EPA all documents and information currently in its possession, or in the possession of its officers, directors, employees, contractors, or agents that relates in any way to the ownership, operation, generation, treatment, transportation, storage, or disposal of Waste Material at the Site.

10. Each Respondent hereby certifies, individually, that it has fully complied to the best of its knowledge and belief with any and all EPA requests for documents and information pursuant to sections 104(e) and 122(e) of CERCLA, 42 U.S.C. § 9604(e) and 9622(e), and section 3007 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6927. Provision of false, fictitious, or fraudulent statements or representations to the United States may subject a Respondent to criminal penalties under 18 U.S.C. § 1001.

11. Each Respondent hereby certifies, individually, that it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site since notification of potential liability or the filing of a suit against Respondent regarding the Site.

COVENANT NOT TO SUE

12. In consideration of the payments that will be made by each Respondent under the terms of this Consent Order, and

subject to the reservations of rights in Section V, Paragraphs 16 through 19 of this Consent Order, EPA covenants not to sue or to take any administrative action against each such Respondent pursuant to Sections 106(a) and 107(a) of CERCLA, 42 U.S.C. §§ 9606(a) and 9607(a), and Section 7003 of RCRA, 42 U.S.C. § 6973, relating to the Site. These covenants not to sue shall take effect with respect to each Respondent upon the receipt by EPA of the payment from that Respondent required by Section V, Paragraphs 2 and 4, of this Consent Order.

13. This covenant not to sue is conditioned as to each Respondent upon the complete and satisfactory performance of all obligations of such Respondent under this Consent Order.

14. Each Respondent covenants not to sue and agrees not to assert any claims or causes of action against the United States, including, but not limited to, the Federal Respondents, or its contractors and employees with respect to the Site or this Consent Order, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507), through Sections 106(b)(2), 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, or 9613, or any other provision of law; or any claims arising out of response activities at the Site; or claims for any other costs, damages, or attorneys' fees from the United States with respect to the Site or this Consent Order. Nothing in this Consent Order shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

15. The covenant not to sue set forth in Section V, Paragraph 12 of this Order extends only to Respondents and does not extend to any other person.

RESERVATION OF RIGHTS

16. The covenants not to sue by EPA set forth in Section V, Paragraph 12, of this Order do not pertain to any matters other than those expressly specified in Paragraph 12. The United States, including EPA, reserves, and this Consent Order is without prejudice to, all rights against Respondents with respect to all other matters, including but not limited to the following:

a. Claims based on failure to make the payments required by Section V, Paragraphs 2 and 4 of this Consent Order;

b. Any liability for damages for injury to, destruction of, or loss of natural resources;

c. Criminal liability; or

d. Liability arising from the past, present or future disposal, release or threat of release of Waste Material outside the Site as defined in Section III, Paragraph 1 of this Consent Order.

17. Notwithstanding any other provision in this Consent Order, the United States, including EPA, reserves, and this Consent Order is without prejudice to, the right to institute judicial proceedings or to issue an administrative order seeking to compel the Respondents 1) to perform response actions relating to the Site, or 2) to reimburse the United States, including EPA, for additional costs of response if:

a. information not contained in EPA's administrative site file as of the effective date of this Consent Order is discovered which indicates that such Respondent contributed Waste Material to the Site in an amount greater than the sum of the amount listed for that Respondent in Appendix A or B of this Consent Order plus 10,000 gallons;

b. information not contained in EPA's administrative site file as of the effective date of this Consent Order is discovered which indicates that such Respondent contributed Waste Material to the Site in an amount greater than 100,000 gallons, or which indicates that such Respondent contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site; or

c. response costs incurred at or in connection with the Site exceed \$69,594,403, the Remediation Cost for the Site. This subparagraph c. shall not apply to Respondents that opt to pay a "premium in lieu of cost reopener" pursuant to Section V, Paragraph 1.b of this Order.

18. Except as provided in Section V, Paragraph 12 of this Order, nothing in this Consent Order is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Consent Order.

19. EPA and the Respondents agree that actions undertaken by the Respondents in accordance with this Consent Order do not constitute an admission of any liability by any Respondent. The Respondents do not admit and retain the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Consent Order, the validity of the Statement of Facts or Determinations contained in this Consent Order.

EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

20. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Order. The United States, including EPA, and the Settling Parties hereto each expressly reserves any and all rights (including, but not limited to, any right of contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

21. With regard to claims for contribution against Respondents for matters addressed in this Consent Order, the Parties hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as is provided by Sections 113(f)(2), 113(g)(3), and 122(g)(5) of CERCLA, 42 U.S.C. §§ 113(f)(2), 9613(g)(3), and 9622(g)(5). Such protection with respect to each Respondent is conditioned upon that Respondent's compliance with the requirements of this Consent Order.

22. Each Respondent agrees not to contest or otherwise challenge in any way EPA's selection and implementation of the Record(s) of Decision (ROD(s)) or other response action(s) at the Site.

PARTIES BOUND

23. This Consent Order shall apply to and be binding upon EPA, and upon each of the Respondents, and their officers, directors, employees, agents, heirs, successors, and assigns. Any change in ownership or corporate or governmental status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall in no way alter such Respondent's responsibilities under this Consent Order. Each signatory for a Respondent to this Consent Order represents that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to bind legally the Respondent represented by him or her.

PUBLIC COMMENT

24. This Consent Order shall be subject to a thirty-day public comment period, pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw or modify consent to this Consent Order if during public comment, comments received disclose facts or considerations which indicate this Consent Order is inappropriate, improper, or inadequate. In

addition, EPA may choose to make this Consent Order effective as to some Respondents and not as to others if comments or information is received before the Consent Order's effective date which indicate this Consent Order is inappropriate, improper, or inadequate as to one or more of the Respondents, but not as to all.

EFFECTIVE DATE

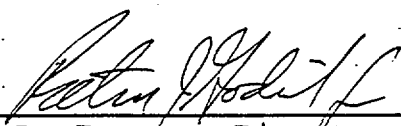
25. The effective date of this Consent Order shall be the date upon which EPA issues written notice to the Respondents that the public comment period pursuant to Section V, Paragraph 24 of this Order has closed and that comments received, if any, do not require modification or withdrawal by EPA.

COUNTERPARTS

26. This Consent Order may be executed in any number of counterparts, each of which when executed and delivered to EPA shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

By 
Robert L. Duprey, Director
Hazardous Waste Management Division

July 12, 1994
[Date]

Respondents

FORT ORD
FORT DOUGLASS
TOOEZ AD

By

Lewis D. Walker

[Name]

Lewis D. Walker

5/19/94

[Date]


Initial selected premium option:

Title: Deputy Assistant Secretary of the Army
(Environment, Safety and Occupational
Health)

Premium Option A
Premium Option B X

Respondents *FORT DOUGLAS*
ASF-24

By


WILLIAM J. MCGOWAN

Date

Initial selected premium option:

Title: CHIEF, ENVIRONMENTAL LAW DIVISION

Premium Option A

Premium Option B ☒

APPENDIX A

LIST OF SETTLEMENT AMOUNTS Including Premium for Settlement-Option A

The Settlement Amount for each Respondent choosing Option A is calculated as follows:

$$\frac{\$69,594.403}{23,454,592 \text{ gal.}} \times 1.3 \times (\text{volume of PRP's waste material}) = \text{Settlement Amt.}$$

RESPONDENTS	Volume of Waste Material	Base Amount	Settlement Amount
1 ALLIED PETROLEUM OF RENO	13895	\$41,268.15	\$53,634.70
2 ALPINE FOREIGN REPAIR	755	\$2,242.35	\$2,915.06
3 AMERICAN LABEL CO.	2530	\$7,514.10	\$9,765.80
4 ANACONDA MINING (ANACONDA MINERALS)	38497	\$114,336.09	\$148,636.91
5 APPLIED MECHANICAL SYSTEMS, INC.	4000	\$11,880.00	\$15,440.00
6 AZTEC TRUCK & TIRE	2755	\$8,182.35	\$10,637.05
7 B&R TIRE COMPANY, INC.	917	\$2,723.49	\$3,539.62
8 BECKMAN INSTRUMENTS, INC.	22200	\$65,934.00	\$85,714.20
9 BELL'S CHEVRON FOOD MART	2995	\$8,895.15	\$11,560.70
10 BLACK BUTTE COAL COMPANY	7211	\$21,416.67	\$27,834.46
11 BMW OF MURRAY	6550	\$19,453.50	\$25,289.55
12 BOB'S CONOCO	225	\$668.25	\$868.73
13 BONANZA MOTORS, INC.	4902	\$14,558.94	\$18,926.62
14 BOULEVARD TEXACO	1075	\$3,192.75	\$4,149.50
15 BRIGHAM TRUCK & IMPLEMENT	2570	\$7,632.90	\$9,920.20
16 BRIGHTON SKI RESORT (BOYNE USA, INC.)	1000	\$2,970.00	\$3,857.36
17 BUEHNER CONCRETE/OTTO BUEHNER & CO.	2855	\$8,479.35	\$11,012.75
18 BUHL IMPLEMENT, INC.	3164	\$9,397.08	\$12,216.20
19 BURKS TRACTOR, INC.	2876	\$8,541.72	\$11,104.24
20 CALL'S SINCLAIR SERVICE	1750	\$5,197.50	\$6,755.00
21 CAMERON SALES, INC. (CAMERON INTERNATIONAL)	3724	\$11,060.28	\$14,378.64
22 CANYON LINCOLN-MERCURY	2870	\$8,523.90	\$11,078.20
23 CARDWELL DISTRIBUTING CO.	5135	\$15,250.95	\$19,826.24
24 CARLESON CADILLAC COMPANY, INC.	5130	\$15,236.10	\$19,801.00
25 CASPER BARREL & DRUM, INC.	6500	\$19,305.00	\$25,096.50
26 CENTER STREET CONOCO	150	\$445.50	\$579.00
27 CHERRY HILL CHEVRON	1640	\$4,870.80	\$6,330.40
28 CHRIS & KEITH CHEVRON	1610	\$4,781.70	\$6,214.60
29 CHRIS JORDAN VOLKSWAGEN-PORSCHE-AUDI, INC.	2072	\$6,153.84	\$7,997.92
30 CHRISTENSEN OIL COMPANY	2701	\$8,021.97	\$10,428.56
31 CHRYSLER-DODGE COUNTRY USA, INC.	4590	\$13,632.30	\$17,717.40
32 CHUCK'S CHEVRON	2570	\$7,632.90	\$9,920.20
33 CITY OF IDAHO FALLS (FIRE STATION NO. 2)	150	\$445.50	\$579.15
34 CITY OF LOGAN	3600	\$10,692.00	\$13,899.60
35 CITY OF POCATELLO	740	\$2,197.80	\$2,856.40
36 CITY OF TWIN FALLS, INC., AND WATER TREATMENT PLANT	3125	\$9,281.25	\$12,065.63
37 CLARENCE KNIGHT PONTIAC	7190	\$21,354.30	\$27,753.40
38 CLIFF'S CHEVRON	2655	\$7,885.35	\$10,248.30
39 CLINE'S MAZDA AUTO SALES	3990	\$11,850.30	\$15,401.40
40 CONSTRUCTION RENTAL & SUPPLY	2255	\$6,697.35	\$8,706.56
41 CORPORATION OF THE PRESIDING BISHOP/DESERET MILLS & ELEVATOR	10861	\$32,257.17	\$41,934.00
42 CRUS DISTRIBUTING (CRUS OIL, INC.)	754	\$2,239.38	\$2,910.44
43 CUSTOM AUTO CRAFTERS	2155	\$6,400.35	\$8,318.30
44 DAHLE'S TOYOTA, INC.	3340	\$9,919.80	\$12,892.40
45 DAN EASTMAN JEEP, EAGLE & SUZUKI, INC.	4335	\$12,874.95	\$16,733.10

RESPONDENTS	Volume of Waste Material	Base Amount	Settlement Amount
46 DARREL'S CHEVRON	1800	\$5,346.00	\$6,948.00
47 DAVE KISSEL CHEVRON (KISSEL CHEVRON)	450	\$1,336.50	\$1,737.00
48 DAVE'S CHEVRON	1035	\$3,073.95	\$3,995.10
49 DICK DEY OLDSMOBILE-BUICK, INC. (DICK DEY)	1000	\$2,970.00	\$3,860.00
50 DISCOUNT TIRE AND AUTOMOTIVE, INC.	850	\$2,524.50	\$3,281.85
51 DOUG SMITH CHRYSLER-PLYMOUTH, INC.	2900	\$8,613.00	\$11,196.90
52 DUANE'S TEXACO	470	\$1,395.90	\$1,814.20
53 DURBANO METALS, INC.	425	\$1,262.25	\$1,640.92
54 DUVAL CORP.	31010	\$92,099.70	\$119,698.60
55 ECCLESIASTES 9:10-11-12, INC. (F/K/A LOGAN MANUFACTURING, INC.)	1900	\$5,643.00	\$7,334.00
56 ECONOMY BUILDER'S SUPPLY, INC.	380	\$1,128.60	\$1,466.80
57 ED KENLEY FORD	1755	\$5,212.35	\$6,774.30
58 EDDIE'S CHEVRON	2325	\$6,905.25	\$8,976.83
59 EGAN FARM SERVICES, INC.	2840	\$8,434.80	\$10,962.40
60 ELIXIR INDUSTRIES	20566	\$61,081.02	\$79,405.33
61 EMERY COUNTY ROAD DEPARTMENT	4579	\$13,599.63	\$17,679.52
62 FIELD OIL	2245	\$6,667.65	\$8,667.95
63 FIFE ROCK PRODUCTS COMPANY, INC.	3050	\$9,058.50	\$11,773.00
64 GARY'S FAST LUBE/GARY'S CHEVRON	1475	\$4,380.75	\$5,695.00
65 GARY'S TIRE CENTER, INC.	3923	\$11,651.31	\$15,142.78
66 GENE'S TEXACO	530	\$1,574.10	\$2,046.33
67 GILBERT WESTERN	21207	\$62,984.79	\$81,859.02
68 GIVAN FORD SALES	659	\$1,957.23	\$2,541.99
69 GOODYEAR TIRE & RUBBER COMPANY	9781	\$29,049.57	\$37,754.66
70 GRANDMA'S TIRES AND CAR CARE CLINIC, INC.	2855	\$8,479.35	\$11,023.16
71 GRANT'S CONOCO	1680	\$4,989.60	\$6,484.80
72 GT AUTOMOTIVE, INC.	1258	\$3,736.26	\$4,855.88
73 HAYES BROTHERS BUICK	14315	\$42,515.55	\$55,270.21
74 HENRY'S SERVICE, INC./HENRY'S CONOCO	2131	\$6,329.07	\$8,225.66
75 HILTON'S CONOCO	250	\$742.50	\$965.66
76 HOLIDAY TIRE CENTER/HOLIDAY OIL COMPANY	3550	\$10,543.50	\$13,703.00
77 HORNE CONSTRUCTION CORP.	475	\$1,410.75	\$1,832.24
78 INTERMOUNTAIN PARTS CLEANERS	2350	\$6,979.50	\$9,071.00
79 INTERMOUNTAIN SPORTS	435	\$1,291.95	\$1,679.54
80 INTERMOUNTAIN VOLKSWAGEN	11611	\$34,484.67	\$44,818.46
1 JEROME GAS & OIL, INC.	280	\$831.60	\$1,080.80
2 JERRY SEINER CHEVROLET, INC.	3088	\$9,171.36	\$11,919.68
3 JIFFY LUBE INTERNATIONAL OF UTAH, INC. #1 (JIFFY LUBE INTERNATIONAL, INC.	50600	\$150,282.00	\$195,316.00
4 JIFFY LUBE INTERNATIONAL OF UTAH, INC. #2 (JIFFY LUBE INTERNATIONAL, INC.	30774	\$91,398.78	\$118,787.64
5 JIFFY LUBE INTERNATIONAL OF UTAH, INC. #3 (JIFFY LUBE INTERNATIONAL, INC.	41230	\$122,453.10	\$159,147.80
6 JIFFY LUBE INTERNATIONAL OF UTAH, INC. #4 (JIFFY LUBE INTERNATIONAL, INC.	19030	\$56,519.10	\$73,455.80
7 JIFFY LUBE INTERNATIONAL OF UTAH, INC. #5 (JIFFY LUBE INTERNATIONAL, INC.	38022	\$112,925.34	\$146,764.92
8 JIM & DAVE'S ENTERPRISES (JIM & DAVE'S HUSKY)	1480	\$4,395.60	\$5,712.80
9 JIM'S CHEVRON	1355	\$4,024.35	\$5,230.30
3 JOHN'S TEXACO	555	\$1,648.35	\$2,142.30
1 KENT NELSON CONOCO	1395	\$4,143.15	\$5,384.70
2 KETCHUM AUTOMOTIVE	951	\$2,824.47	\$3,670.86
3 KIEWIT WESTERN	8275	\$24,576.75	\$31,941.50
4 KIM HANSEN CHEVROLET-OLDS, INC.	2535	\$7,528.95	\$9,785.10
5 KUTV, L.P.	165	\$490.05	\$636.90
5 LOCKHEED AIR TERMINAL, INC.	7670	\$22,779.90	\$29,613.87
7 LUBE-N-GO	5400	\$16,038.00	\$20,844.00
3 LYNN WOOD SERVICE CENTER	1630	\$4,841.10	\$6,293.43
7 M.H. COOK PIPELINE CONSTRUCTION COMPANY	3155	\$9,370.35	\$12,181.46
1 MACK TRUCKS, INC.	10782	\$32,022.54	\$41,618.52
1 MAETEX SUPPLY CO., INC.	500	\$1,485.00	\$1,930.00
2 MARION WILLEY & SON FORD	6975	\$20,715.75	\$26,923.50

RESPONDENTS	Volume of Waste Material	Base Amount	Settlement Amount
103 MARK MILLER SUBARU	4550	\$13,513.50	\$17,563.00
104 MASTER MUFFLER SHOPS	3873	\$11,502.81	\$14,949.78
105 MAY TRUCKING COMPANY	11025	\$32,744.25	\$42,567.53
106 MENLOVE DODGE TOYOTA (MENLOVE-JOHNSON)	7626	\$22,649.22	\$29,436.36
107 MIDDLEKAUFF LINCOLN-MERCURY, INC.	1540	\$4,573.80	\$5,945.94
108 MILLER BRANDS, INC.	475	\$1,410.75	\$1,833.50
109 MILLER'S TRANSPORT, INC.	6765	\$20,092.05	\$26,095.02
110 MILLER'S TRUCK STOP	3575	\$10,617.75	\$13,799.50
111 MONTANA BRAND PRODUCE CO., INC.	2715	\$8,063.55	\$10,479.90
112 MOTOR CARGO	4845	\$14,389.65	\$18,701.70
113 MOTOR SPORTSLAND, INC.	550	\$1,633.50	\$2,123.00
114 MURRAY CITY MAINTENANCE (MURRAY CITY CORPORATION)	1855	\$5,509.35	\$7,160.30
115 NAYLOR DODGE (NAYLOR AUTO, INC.)	475	\$1,410.75	\$1,833.50
116 NEWSPAPER AGENCY CORPORATION (NAC)	725	\$2,153.25	\$2,796.58
117 NORTH END TEXACO	605	\$1,796.85	\$2,335.91
118 NORTHWEST ENVIROSERVICE, INC.	12437	\$36,937.89	\$48,006.82
119 NORTHWEST TRANSPORT SERVICE, INC.	2890	\$8,583.30	\$11,158.29
120 NOWSCO SERVICES, INC.	3175	\$9,429.75	\$12,255.50
121 OLSEN CHEVROLET (YOUNG CHEVROLET COMPANY)	11179	\$33,201.63	\$43,150.94
122 PARLEY'S WAY CONOCO	720	\$2,138.40	\$2,779.92
123 PEARSON TIRE & DISTRIBUTING CO., INC.	845	\$2,509.65	\$3,261.70
124 PETERSEN MOTORS (PETERSEN MOTOR COMPANY, INC.)	9505	\$28,229.85	\$36,689.30
125 PIPE RENEWAL SERVICE, INC.	8930	\$26,522.10	\$34,469.80
126 PLAZA CYCLE	5229	\$15,530.13	\$20,192.00
127 QUESTAR CORP FOR INTERSTATE BRICK/MTN FUEL SPLY/MTN FUEL RESRCE/QUESTAR P	25973	\$77,139.81	\$100,187.12
128 R.J. FLINN AUTOMOTIVE	413	\$1,226.61	\$1,594.16
129 REICHHOLD CHEMICAL	34551	\$102,616.47	\$133,366.86
130 RICK'S TEXACO SERVICE	310	\$920.70	\$1,196.60
131 RIVERSIDE COUNTRY CLUB	300	\$891.00	\$1,158.30
132 ROBERT'S TBA SERVICE, INC.	2985	\$8,865.45	\$11,522.10
133 ROCKY MOUNTAINS TRANSMISSION	350	\$1,039.50	\$1,351.00
134 ROSAN REXNORD PRODUCTS (VSI CORP.)	5500	\$16,335.00	\$21,230.00
135 ROY RAYMOND FORD-MITSUBISHI, INC.	2508	\$7,448.76	\$9,683.39
136 RUPPS TRUCKING	1265	\$3,757.05	\$4,882.90
137 SAFEWAY, INC.	8916	\$26,480.52	\$34,424.68
138 SALT LAKE AUTO/TRUCK PLAZA	9156	\$27,193.32	\$35,317.96
139 SAWTOOTH AUTO SALES, INC.	3197	\$9,495.09	\$12,343.62
140 SAWTOOTH MOTORS	4799	\$14,253.03	\$18,528.93
141 SHELL WESTERN E & P INC.	3370	\$10,008.90	\$12,999.29
142 SINCLAIR OIL	1200	\$3,564.00	\$4,632.00
143 SIX STATES DISTRIBUTORS, INC.	330	\$980.10	\$1,274.13
144 SNELGROVE ICE CREAM PARLORS, INC.	310	\$920.70	\$1,196.60
145 SOUTHGATE CHEVRON	525	\$1,559.25	\$2,026.50
146 SPARTAN JEEP/EAGLE, INC.	10565	\$31,378.05	\$40,780.90
147 STADIUM CHEVRON	900	\$2,673.00	\$3,474.00
148 STARS FERRY BUILDING SUPPLY, INC.	500	\$1,485.00	\$1,930.00
149 STEVE'S CONOCO	235	\$697.95	\$907.10
150 SUN POWER COMPUTERIZED TUNE-UP	2947	\$8,752.59	\$11,375.42
151 SUN VALLEY COMPANY	1492	\$4,431.24	\$5,759.12
152 SUN VALLEY STAGES, INC.	445	\$1,321.65	\$1,717.70
153 TAS TIRE & AUTOMOTIVE	4600	\$13,662.00	\$17,744.00
154 TAYLOR CHEVROLET, INC.	3404	\$10,109.88	\$13,139.44
155 TAYLOR FARM SERVICE, INC.	2000	\$5,940.00	\$9,266.40
156 TOM RANDALL DISTRIBUTING	7769	\$23,073.93	\$29,988.34
157 TRI-CITY FORD, INC.	3325	\$9,875.25	\$12,834.50
158 TRI-MILLER PACKING COMPANY	540	\$1,603.80	\$2,082.97
159 U S POLLUTION CONTROL, INC.	30251	\$89,845.47	\$116,768.86

RESPONDENTS	Volume of Waste Material	Base Amount	Settlement Amount
160 UTAH COUNTY ROAD DEPARTMENT	2200	\$6,534.00	\$8,494.20
161 UTAH STATE PARKS & RECREATION	1755	\$5,212.35	\$6,774.30
162 UTAH VALLEY TRANSIT, INC.	475	\$1,410.75	\$1,833.50
163 VIKING FREIGHT SYSTEM	2100	\$6,237.00	\$8,108.10
164 W.H. PINGREE CO., INC.	1585	\$4,707.45	\$6,118.10
165 W.W. CLYDE & CO.	17535	\$52,078.95	\$67,638.74
166 WASATCH METALS, INC.	1920	\$5,702.40	\$7,411.20
167 WASHBURN MOTOR CO., INC., (WASHBURN ISUZU)	1865	\$5,539.05	\$7,198.90
168 WEBER BASIN WATER CONSERVANCY DISTRICT	1705	\$5,063.85	\$6,583.00
169 WERNER'S BMW SERVICE	2140	\$6,355.80	\$8,260.40
170 WESTCON UTILITY	1802	\$5,351.94	\$6,957.52
171 WESTERN INDUSTRIAL CLEANING SERVICES, INC. (ALLWASTE INTERMTN PLANT SVCS,	2030	\$6,029.10	\$7,830.43
172 WESTERN STATES PETROLEUM, INC.	425	\$1,262.25	\$1,639.38
173 WESTERN TRANSMISSION (A/K/A J.R. McGEACHIN, INC.)	3117	\$9,257.49	\$12,034.74
174 WESTLAND FORD, INC.	5410	\$16,067.70	\$20,882.60
175 WILSON MOTOR COMPANY, INC.	3180	\$9,444.60	\$12,266.39
176 WILSON PRODUCTS COMPANY, INC.	845	\$2,509.65	\$3,262.55
177 WINDER DAIRY	650	\$1,930.50	\$2,509.00
178 WORKMAN PONTIAC-CADILLAC-BUICK GMC INC.	2209	\$6,560.73	\$8,528.95
179 WRIGHT MOTOR COMPANY (WRIGHT MOTOR COMPANY)	900	\$2,673.00	\$3,474.90
180 YOUNG FORD, INC.	2634	\$7,822.98	\$10,169.87
TOTAL	937998		\$3,622,257.41

APPENDIX B

LIST OF SETTLEMENT AMOUNTS Including Premium in lieu of Cost Reopener-Option B

The Settlement Amount for each Respondent choosing Option B is calculated as follows:

$$\frac{\$69,594,403}{23,454,592 \text{ gal.}} \times 2.2 \times (\text{volume of PRP's waste material}) = \text{Settlement Amt.}$$

RESPONDENT	Volume of Waste Material	Base Amount	Settlement Amount
1 ALTA SKI LIFTS COMPANY	13484	\$40,047.48	\$88,104.46
2 AMERICAN AIRLINES	225	\$668.25	\$1,470.15
3 AMES CONSTRUCTION, INC.	3794	\$11,268.18	\$24,766.60
4 AMOCO CORPORATION	200	\$594.00	\$1,306.00
5 AMOCO SERVICE CENTER	350	\$1,039.50	\$2,286.90
6 ANALYTICHEM INTERNATIONAL INC.	5060	\$15,028.20	\$33,041.80
7 APEX DRUM CO., INC.	1880	\$5,583.60	\$12,272.33
8 ASF-24 (U.S. ARMY)	1385	\$4,113.45	\$9,049.59
9 ASSOCIATED FOOD STORES, INC.	465	\$1,381.05	\$3,036.45
10 AT&T	6096	\$18,105.12	\$39,807.00
11 AXTELL CHEVROLET CO., INC.	250	\$742.50	\$1,633.50
12 BARBER BROTHERS MOTOR COMPANY, INC. (CHRYSLER)	2250	\$6,682.50	\$14,701.50
13 BEAVER CREEK COAL COMPANY	550	\$1,633.50	\$3,593.70
14 BERT-CO GRAPHICS	1025	\$3,044.25	\$6,693.25
15 BILL & RANDY'S TEXACO	400	\$1,188.00	\$2,612.00
16 BILL'S SERVICE	100	\$297.00	\$653.40
17 BLACK & DECKER (U.S.), INC.	50	\$148.50	\$326.70
18 BOEING	475	\$1,410.75	\$3,101.75
19 BOISE CASCADE	3345	\$9,934.65	\$21,856.23
20 BONNEVILLE COUNTY, IDAHO	1075	\$3,192.75	\$7,019.75
21 BOULEVARD TEXACO	8099	\$24,054.03	\$52,886.47
22 BOURNS, INC.	5338	\$15,853.86	\$34,878.49
23 BRUSH WELLMAN, INC.	1100	\$3,267.00	\$7,187.40
24 BUSH OIL COMPANY	715	\$2,123.55	\$4,668.95
25 CALIFORNIAN PUBLISHING CO.	2675	\$7,944.75	\$17,478.45
26 CAMP PENDLETON - MARINE CORPS	375	\$1,113.75	\$2,450.25
27 CAR-TUNE SHOP, INC.	125	\$371.25	\$816.25
28 CARR PRINTING COMPANY, INC.	1132	\$3,362.04	\$7,396.32
29 CHEMCENTRAL CORPORATION	3875	\$11,508.75	\$25,319.25
30 CHUCK MOREY/HALLIBURTON ENERGY SERVICES	195	\$579.15	\$1,274.13
31 CITY OF KETCHUM SHOPS	275	\$816.75	\$1,796.85
32 CITY OF NORTH SALT LAKE (NORTH SALT LAKE SHOPS)	750	\$2,227.50	\$4,900.00
33 CITY OF SOUTH SALT LAKE SHOPS	1380	\$4,098.60	\$9,025.20
34 CLAUDE H. NIX CONSTRUCTION	265	\$787.05	\$1,731.51
35 CLINTON CITY CORP.	3360	\$9,979.20	\$21,940.80
36 COAST ENVELOPE (INTERNATIONAL PAPER)	300	\$891.00	\$1,960.20
37 COAST YELLOW CAB CO-OP	220	\$653.40	\$1,437.48
38 COMMERCIAL SECURITY BANK	2365	\$7,024.05	\$15,452.91
39 CONTAINER CORPORATION OF AMERICA	27614	\$82,013.58	\$180,319.42
40 COORS BREWING CO.	3020	\$8,969.40	\$17,282.43
41 COTTONWOOD CHRYSLER-PLYMOUTH, INC.	705	\$2,093.85	\$4,606.47
42 COTTONWOOD SANITATION DISTRICT, SALT LAKE COUNTY	75	\$222.75	\$490.05
43 CPC INDUSTRIES OF UTAH	2877	\$8,544.69	\$18,786.81
44 CROWN COACH, INC.	59632	\$177,107.04	\$389,267.00
45 DEFENSE PROPERTY DISPOSAL (DEFENSE LOGISTICS AGENCY)			

RESPONDENT	Volume of Waste Material	Base Amount	Settlement Amount
46 DEXTER ADHESIVES & STRUCTURAL MATERIAL (HYSOL DIVISION/DEXTER CORP.)	1100	\$3,267.00	\$7,183.00
47 DOUGLAS AIRCRAFT COMPANY (McDONNELL DOUGLAS)	55	\$163.35	\$359.15
48 DUGWAY SERVICE STATION (ARMY AND AIR FORCE EXCHANGE SERVICE)	360	\$1,069.20	\$2,350.80
49 DYNAMIC AIR	1220	\$3,623.40	\$7,966.60
50 EATON-KENWAY CORPORATION	220	\$653.40	\$1,436.12
51 ED & KARL'S HUSKY	95	\$282.15	\$620.73
52 EMBEE INC. (EMBEE PLATING)	3200	\$9,504.00	\$20,908.80
53 FORT DOUGLAS (TRANSPORTATION MOTOR POOL)	4339	\$12,886.83 ³⁰⁷⁵ \$9,132.75 ^{\$20,092.00}	\$28,351.02
54 FORT ORD	1025	\$3,044.25	\$6,697.35
55 FOUR-WAY SERVICE	200	\$594.00	\$1,306.00
56 FRANCES TAYLOR	496	\$1,473.12	\$3,240.86
57 FRANKLIN PRESS	298	\$885.06	\$1,947.13
58 FRYE & SMITH, INC.	1760	\$5,227.20	\$11,492.80
59 GANS INK & SUPPLY CO.	9457	\$28,087.29	\$61,754.21
60 GEORGE AFB	550	\$1,633.50	\$3,593.70
61 GRANDMA'S TIRE OF BOUNTIFUL, INC.	925	\$2,747.25	\$6,043.95
62 GRANDMA'S TIRES OF OGDEN, INC.	685	\$2,034.45	\$4,475.79
63 GRANDMA'S TIRES OF SANDY	300	\$891.00	\$1,960.20
64 GRANDMA'S TIRES OF SOUTH STATE, INC.	2513	\$7,463.61	\$16,419.94
65 GREEN GIANT CO.	340	\$1,009.80	\$2,221.56
66 H & S CONOCO	640	\$1,900.80	\$4,181.76
67 HANSEN'S TEXACO (DEMONT HANSEN)	125	\$371.25	\$816.75
68 HEBER CITY CORPORATION	5760	\$17,107.20	\$37,635.84
69 HECKETT ENGINEERING/HARSCO CORPORATION	14031	\$41,672.07	\$91,678.55
70 HERCULES INCORPORATED	13260	\$39,382.20	\$86,640.84
71 HERITAGE HONDA (LARRY H. MILLER HONDA)	4500	\$13,365.00	\$10,127.70
72 HERMAN BROTHERS, INC.	34720	\$103,118.40	\$226,721.60
73 HILL AFB	2558	\$7,597.26	\$16,713.97
74 HIRNING PONTIAC, CADILLAC, GMC, INC.	690	\$2,049.30	\$4,504.21
75 HYDRO FLAME CORP.	2877	\$8,544.69	\$18,798.32
76 I T CORP.	4380	\$13,008.60	\$28,601.40
77 INDUSTRIAL CONSTRUCTORS CORP.	275	\$816.75	\$1,796.85
78 INGERSOLL-RAND COMPANY	1395	\$4,143.15	\$9,114.93
79 INTERMOUNTAIN FARMERS ASSOCIATION	3825	\$11,360.25	\$24,992.55
80 INTERPACE INDUSTRIES, INC.	160	\$475.20	\$1,045.44
81 INTERSTATE ENGINEERING	5900	\$17,523.00	\$38,550.60
82 J.C. CARTER CO., INC.	290	\$861.30	\$1,893.70
83 JACKSON HOLE STANDARD	7245	\$21,517.65	\$47,338.83
84 JAMES H. CLARK & SON, INC.	222	\$659.34	\$1,450.55
85 JAY'S CHEVRON	3155	\$9,370.35	\$20,614.77
86 JETWAY EQUIPMENT (JETWAY CORP./PNEUMO ABEX)	100	\$297.00	\$653.00
87 JOSLIN AUTOMOTIVE	265	\$787.05	\$1,731.51
88 KAYSVILLE CITY SHOP	150	\$445.50	\$980.10
89 KEN'S TEXACO	75	\$222.75	\$490.05
90 KENT HANSEN TEXACO	400	\$1,188.00	\$2,613.60
91 KENWORTH SALES CO.	315	\$935.55	\$2,056.95
92 KIM'S CONOCO	239	\$709.83	\$1,561.63
93 KIMBALL ELEVATOR CO. (UNITED STATES ELEVATOR)	410	\$1,217.70	\$2,677.30
94 KIMBERLY-CLARK CORP.	1455	\$4,321.35	\$9,501.15
95 KNOTT'S BERRY FARM	550	\$1,633.50	\$3,593.70
96 L.E. MYERS	4480	\$13,305.60	\$29,272.32
97 LA SAL OIL COMPANY, INC.	290	\$861.30	\$1,893.70
98 LAFLEUR CONOCO	4215	\$12,518.55	\$27,540.81
99 LARRY H. MILLER CHEVROLET	2545	\$7,558.65	\$16,629.03
100 LATHAM MOTORS, INC.	2485	\$7,380.45	\$16,236.99
101 LEAR-SIEGLER, INC. (BFM ENERGY)	6758	\$20,071.26	\$44,156.77
102 LEFFINGWELL (UNIROYAL CHEMICAL COMPANY, INC.)			

RESPONDENT	Volume of Waste Material	Base Amount	Settlement Amount
103 LIEBERT INDUSTRIAL METALS, INC.	150	\$445.50	\$979.50
104 LITTON INDUSTRIES, INC.	1980	\$5,880.60	\$12,937.32
105 LUKE AFB	3034	\$9,010.98	\$19,812.02
106 LUND MACHINERY COMPANY, INC.	5492	\$16,311.24	\$35,884.73
107 M.C. GREEN & SONS, INC.	1485	\$4,410.45	\$9,702.99
108 MAACO AUTO PAINTING (DR&S INCORPORATED)	55	\$163.35	\$359.15
109 MARINE CORPS SUPPLY CENTER YERMO ANNEX/MCSC BARSTOW	18443	\$54,775.71	\$120,506.56
110 MCAS EL TORO	6784	\$20,148.48	\$44,326.65
111 MCC FLOWSEAL	3600	\$10,692.00	\$23,522.40
112 MONROC, INC. (UTAH SAND & GRAVEL)	500	\$1,485.00	\$3,265.00
113 MONTANA RESOURCES, INC.	5339	\$15,856.83	\$34,885.62
114 MORGAN CITY SHOP (MORGAN CITY CORP.)	150	\$445.50	\$980.10
115 MORRIS MOTORS, INC.	150	\$445.50	\$979.18
116 MOUNTAIN HOME AFB	6980	\$20,730.60	\$45,579.40
117 MURRY'S CENTER TEXACO	415	\$1,232.55	\$2,711.61
118 NAVAL AIR STATION ALAMEDA	28406	\$84,365.82	\$185,604.80
119 NEWPORT CORPORATION	6355	\$18,874.35	\$41,498.15
120 NORTH DAVIS COUNTY SEWER DISTRICT	655	\$1,945.35	\$4,275.73
121 OK TIRE (OK AUTO SYSTEMS, INC.)	55	\$163.35	\$359.37
122 OWEN WRIGHT INC. CADILLAC-OLDSMOBILE	1750	\$5,197.50	\$11,434.50
123 PACIFIC COAST PACKAGING CORP.	4290	\$12,741.30	\$28,004.41
124 PARK COUNTY, WYOMING	610	\$1,811.70	\$3,983.30
125 PAYSON CITY CORP. (SHOP)	2531	\$7,517.07	\$16,537.55
126 PILLSBURY	425	\$1,262.25	\$2,776.95
127 PP&G INK (PPG INDUSTRIES)	7138	\$21,199.86	\$46,611.14
128 PROVO CITY PARKS & RECREATION	443	\$1,315.71	\$2,894.56
129 PROVO CITY UTILITY	200	\$594.00	\$1,306.80
130 QUALITY LINEN & TOWEL SUPPLY COMPANY	225	\$668.25	\$1,470.15
131 RAY'S CHEVRON	850	\$2,524.50	\$5,553.90
132 RAYS LAND & SEA SERVICE	275	\$816.75	\$1,796.85
133 RENT-IT-CENTER, INC.	3595	\$10,677.15	\$23,489.73
134 RIVERDALE CITY SHOPS	100	\$297.00	\$653.00
135 RIVERTON CITY SHOPS	165	\$490.05	\$1,078.11
136 ROWLEY'S TEXACO	550	\$1,633.50	\$3,591.50
137 ROY CITY CORP. (ROY CITY SHOP)	235	\$697.95	\$1,535.49
138 ROYAL PAPER BOX CO.	605	\$1,796.85	\$3,953.07
139 S.J. GROVES & SONS CO.	3162	\$9,391.14	\$20,590.94
140 SALT LAKE COUNTRY CLUB	300	\$891.00	\$1,960.20
141 SALT LAKE COUNTY SHOPS/SALT LAKE FIRE DEPARTMENT	11590	\$34,422.30	\$75,682.70
142 SHERWIN-WILLIAMS CO.	110	\$326.70	\$718.74
143 SIGNETICS CORP.	650	\$1,930.50	\$4,243.09
144 SOLITUDE SKI RESORT	2820	\$8,375.40	\$18,425.88
145 SPANISH FORK CITY CORP.	600	\$1,782.00	\$3,916.70
146 STAKER PAVING & CONST., INC.	8055	\$23,923.35	\$52,599.15
147 STANDARD BUILDERS SUPPLY, INC.	1300	\$3,861.00	\$8,494.20
148 STANDARD REGISTER COMPANY	935	\$2,776.95	\$6,105.55
149 STATE STREET TEXACO	695	\$2,064.15	\$4,541.13
50 STONE'S DIESEL & AUTOMOTIVE (STONE'S AUTO SALES)	410	\$1,217.70	\$2,677.30
51 TAPMATIC CORP.	3900	\$11,583.00	\$25,467.00
52 TEKFORM/GENERAL CERAMICS	4992	\$14,826.24	\$32,597.76
53 TEXACO CAR TRUCK STOP	150	\$445.50	\$980.10
54 TEXASGULF INC. (TG SODA ASH, INC.)	4697	\$13,950.09	\$30,690.20
55 THATCHER CHEMICAL	1878	\$5,577.66	\$12,270.85
56 THEISEN MOTORS INC.	11364	\$33,751.08	\$74,182.30
57 TOOELE ARMY DEPOT	34208	\$101,597.76	\$223,515.07
58 TRANE CO. (AMERICAN STANDARD, INC.)	348	\$1,033.56	\$2,272.44
59 TRANSPORT EQUIPMENT CO. (KENWORTH SALES)	2846	\$8,452.62	\$18,584.38

RESPONDENT	Volume of Waste Material	Base Amount	Settlement Amount
160 TREBAR KENWORTH SALES, INC.	1146	\$3,403.62	\$7,487.96
161 TUPPERWARE USA	4448	\$13,210.56	\$29,035.81
162 T.W. GRAPHICS GROUP	590	\$1,752.30	\$3,852.70
163 U.S. GYPSUM CO.	850	\$2,524.50	\$5,548.66
164 U.S. NAVAL WEAPONS STATION (FALLBROOK ANNEX)	1802	\$5,351.94	\$11,774.68
165 UNIROYAL GOODRICH TIRE CO (B.F. GOODRICH CO.)	4251	\$12,625.47	\$27,759.03
166 UNITED AIR CARGO (UNITED AIRLINES, INC.)	1355	\$4,024.35	\$8,853.57
167 WASHINGTON CONSTRUCTION COMPANY	67625	\$200,846.25	\$441,861.75
168 WEBER COUNTY ROAD DEPARTMENT	750	\$2,227.50	\$4,900.50
169 WEBSTER CHEVROLET-BUICK CO.	350	\$1,039.50	\$2,286.90
170 WEST JORDAN CITY	700	\$2,079.00	\$4,571.00
171 WEST POINT CITY	165	\$490.05	\$1,078.11
172 WEST VALLEY CITY CORPORATION	645	\$1,915.65	\$4,211.85
173 WESTERN LIFT TRUCKS	2805	\$8,330.85	\$18,316.65
174 WESTERN STATES MINERALS CORPORATION	2400	\$7,128.00	\$15,681.50
175 WESTLAND GRAPHICS	495	\$1,470.15	\$3,232.35
176 WILLIAMS AFB	622	\$1,847.34	\$4,061.66
177 WILLIAMS INTERNATIONAL CORPORATION	5455	\$16,201.35	\$35,642.97
178 ZCMI AUTO CENTERS (D/B/A D & M TIRE)	1945	\$5,776.65	\$12,708.63
TOTAL	638868		\$4,151,293.28